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Attorneys for Defendant
CashCall, Inc.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

KRISTA O'DONOVAN and EDUARDO
DE LA TORRE, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

CASHCALL, INC., a California
corporation, and DOES 1 through DOE 50,
inclusive,

Defendants.

Case No. C 08-03174 MEJ

**STIPULATION AND ~~[PROPOSED]~~
ORDER FOR VOLUNTARY DISMISSAL
OF CERTAIN CLAIMS AND
COUNTERCLAIM**

Hon. Maria-Elena James

1 Plaintiffs Eduardo De La Torre and Lori Kemply f/k/a Saysourivong (“Plaintiffs”) and
 2 defendant CashCall, Inc. (“CashCall”), by and through their counsel, STIPULATE AND AGREE
 3 AS FOLLOWS:

4 1. Plaintiffs dismiss with prejudice all of their claims against CashCall in this action
 5 except those claims, or portions thereof, that are asserted on behalf of the classes defined in this
 6 case as the Unconscionability Class and the Conditioning Class. The claims being dismissed by
 7 Plaintiffs are referred to below as the “Dismissed Claims.” The remaining claims by Plaintiffs
 8 are referred to below as the “Class Claims.”

9 2. CashCall dismisses with prejudice its Counterclaim against Plaintiffs.

10 3. Plaintiffs and CashCall fully and completely, irrevocably and unconditionally,
 11 release and forever discharge each other and their respective (as applicable) heirs, beneficiaries,
 12 executors, administrators, agents, attorneys, successors, assigns, subsidiaries, affiliates, parents,
 13 transferees, officers, directors, employees, and insurers from and on account of any and all
 14 claims, demands, proceedings, actions, causes of action, or charges of whatever nature and kind,
 15 known or unknown, suspected or unsuspected, existing or which may exist, wherever prosecuted,
 16 existing or which may exist, which either of the Parties may have against the other, arising out of
 17 the Dismissed Claims or the Counterclaim.

18 4. The Parties agree to refrain from initiating any complaints, regulatory actions or
 19 proceedings, other litigation proceedings, or any other actions or proceedings related to the
 20 subject matter of the Dismissed Claims and the Counterclaim, either directly or in concert with
 21 others.

22 5. The Parties specifically waive any rights and benefits under California Civil Code
 23 Section 1542, which states: “A general release does not extend to claims which the creditor does
 24 not know or suspect to exist in his or her favor at the time of executing the release, which if
 25 known by him or her must have materially affected his settlement with the debtor.”

26 6. The Parties shall bear their own attorney’s fees, court costs (if any), and litigation
 27 expenses on the Dismissed Claims and the Counterclaim.

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1 7. Nothing in this Stipulation is intended to release, discharge, limit, expand, impair,
2 or otherwise affect the Class Claims, defenses to the Class Claims, or the recovery of costs
3 pertaining to the Class Claims.

4 8. The dismissals and releases recited above do not constitute an admission of
5 liability by any Party and shall not be used by any Party or any other person or entity in any
6 litigation or proceeding for that purpose.

7
8 Dated: May 7, 2015

MANATT, PHELPS & PHILLIPS, LLP

9
10 By: /s/ Brad W. Seiling
11 Brad W. Seiling
12 *Attorneys for Defendant*
13 CashCall, Inc.

14
15 Dated: May 7, 2015

LAW OFFICE OF ARTHUR D. LEVY

16 By: /s/ Arthur D. Levy
17 Arthur D. Levy
18 *Attorneys for Plaintiffs*
19 Krista O'Donovan and Eduardo De La Torre

20
21 **ORDER**

22 PURSUANT TO STIPULATION, IT IS SO ORDERED.

23 Dated: May 8, 2015

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25 
26 MARIA-ELENA JAMES
27 United States Magistrate Judge
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